

Our ref: BP204
23rd September 2013

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Dear Mr. Gallagher,

RE: Fundamentals of Catholic Dogma

We received a letter from your lawyers dated 15th April, 2013, asserting that you have a current right to publish the title *Fundamentals of Catholic Dogma*. We responded with a Notice of Intent to Enforce which we served on you on 26th April, 2013 and our subsequent letter of 9th August, 2013.

In your letter dated 15th April, 2013, your attorney asserted the positions that:

- 1) *Fundamentals of Catholic Dogma* came into the public domain in the United States between 1923 and 1977, and as a result, you “had and continue to have” the right to publish it.
- 2) The copyright to *Fundamentals of Catholic Dogma* may have been restored under URAA, but you still have the right to publish as a reliance party.

We find it hard to believe that your attorney has really advised you that this is the case, and that you would stand any chance of prevailing on such a defence, if we were to sue you. We are not attorneys, but it seems evident to us from the most basic research that this position has absolutely no merit. The facts do not even begin to support it.

First, the fact that a work was at one time in the public domain, does not mean that it still is. Therefore, the assertion that you “had and continue to have” the right to publish clearly does not follow. Your attorney’s second argument belies his first, because it refers to the restoration of copyright under URAA for works that had been in the public domain, for the very reason that applied to *Fundamentals of Catholic Dogma*.

Second, he asserts that you are, but does not define, a “reliance party”. We do not see how you can possibly argue that this is so. Basic research shows that “cessation of the activity for any appreciable period of time will deprive one of reliance party status”. Since TAN Books demonstrably left *Fundamentals of Catholic Dogma* out of print for appreciable periods of time at least twice since 1996, any right to publish as a reliance party has clearly long since ceased. In both of these out of print periods, other publishers seized the opportunity and published their own editions, which in reality was just a facsimile of TAN’s out-of-print edition with a new cover.

The reprint of the *Fundamentals of Catholic Dogma* by TAN Books in 2009 was therefore in breach of copyright of this title, and any future publication would be wilfully and maliciously so. We therefore renew our demand that you immediately cease marketing the title, refrain from any further printing of it, and confirm to us immediately that you intend to do so. If you do not, we are prepared to retain counsel in your jurisdiction to file suit for injunctive relief and damages to the maximum extent of the law.

Further, we demand to be compensated for your past breaches. While we understand that the law provides for potentially extensive damages, we are prepared to offer at this time a settlement on the basis of reimbursement of the rightful copyright owners of your profit from these print runs. Providing that we

receive your full cooperation and transparency in settling this matter, and your undertaking to commit no further breaches, we will not seek additional damages beyond those just outlined.

What we propose is that you demonstrate to us the amount by which you have profited from this title, once it ceased to be in the public domain and your stocks existing at that time were exhausted. Your accounting software will doubtless be able to print out a report showing your gross receipts from the title, and we are sure that you will also be able to evidence the amounts you paid your printers for each printing. If there are any other documents that you feel are relevant to the true amount of your profit, please feel free to let us know.

When we have established the total amount to be repaid, we could then agree a formal settlement agreement incorporating a reasonable payment schedule. We expect to hear from you within 14 days that this general approach is agreeable to you, so that we can move forward with resolution as soon as possible.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'P. Kejik', with a long, sweeping horizontal line extending to the right.

Paul Kejik
Director